

Green Business Certification Consulting Services
Informal Solicitation RFP # 1028232

Local Small Business Reserve Program (LSBRP) Notice

INFORMAL SOLICITATION RFP # 1028232
Green Business Certification Consulting Services

This solicitation is reserved for only self-certified local small businesses timely registered with the County's Local Small Business Reserve Program (LSBRP). This solicitation thus comes under County Code, sections 11B-17A; 11B-65; 11B-70 and Executive Regulation 21-05AM. These documents can be accessed through the LSBRP web site at (www.montgomerycountymd.gov/LSBRP).

LSBRP criteria are based on a firm's location, ownership status, and the level of pre-existing contracts with the County. Submitting a bid/proposal constitutes willfully stating your firm is a self-certified Local Small Business. Therefore, if you wish to submit a bid/proposal for this solicitation adhering to the LSBRP, you must:

1. Self-certify as a LSBRP firm prior to the bid's/proposal's due date. If your LSBRP self-certification is not registered prior to the bid's/proposal's due date, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site (www.montgomerycountymd.gov/LSBRP) and follow the instructions under "Register."
2. After the IFB opens or the RFP closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
 - all of its business location(s) (if more than one),
 - number of employees by location,
 - annual gross revenue of the business for the past three fiscal years.

(The preferred documents are copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of document might be accepted.)

If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).

Notice to Offerors

**Informal Solicitation - Request for Proposals # 1028232
Green Business Certification Consulting Services**

This solicitation is subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page. And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment F) should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment F), must be completed and submitted with your proposal. **If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.**

As noted in Attachment F (Section A, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note, the information pertaining to the Wage Requirements law is on Attachment F. Please note that, for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov), and clicking on "Departments," "General Services," "Office of Procurement," and then "Living Wage." Also, the Wage Requirements law ("Living Wage") is available at the same website.

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REQUEST FOR PROPOSALS
Informal Solicitation # 1028232
Green Business Certification Consulting Services
June 2013

Montgomery County, Maryland, is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

One original and three copies of your proposal must be submitted in a sealed envelope/package no later than **2:00 p.m. on Monday, July 15, 2013**, to Attn: Shelley Janashek, Department of Environmental Protection (DEP), 255 Rockville Pike, Suite 120, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time. No proposals will be accepted after that time.

The County will not accept faxed proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

There will be an optional pre-submission conference: **Thursday, June 20, 1-2:30 p.m.**, DEP's "Ozone" Conference Room, 255 Rockville Pike, Suite 120, Rockville, Maryland 20850-4166.

Questions must be submitted to dep.procurements@montgomerycountymd.gov no later than **5:00 p.m., Tuesday, June 25, 2013**. Please reference "Green Business - RFP# 1028232" in the subject line.

This is a Services Contract (see Section A, Services Contract):	X
or	
This is a Construction Contract (See Attachment H):	
or	
This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract (disregard Attachment H):	

Green Business Certification Consulting Services
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**Green Business Certification
RFP 1028232**

SECTION A - SCOPE OF SERVICES:

1. BACKGROUND

The Montgomery County Department of Environmental Protection (DEP), in collaboration with the Montgomery County Chamber of Commerce and Montgomery College, launched a Green Business Certification Program (the Program) during the summer of 2009. The Program is designed to help accelerate the County's transition to a more sustainable economy and to help businesses reduce their ecological footprint while benefitting economically and receiving public recognition for their efforts. Since the Program's launch, 50 businesses have been certified as "Green Businesses". Please see the Program website at www.mcgreenbiz.org for more information.

The Green Business Certification Program is a voluntary, not compliance, program which focuses on business operations and policies (as opposed to LEED certification which focuses mainly on construction). It utilizes a checklist of close to 250 facility/property-based and behavioral-based actions in six environmental categories: 1) Waste Reduction & Recycling, 2) Environmentally Responsible Purchasing, 3) Energy Efficiency and Renewable Energy, 4) Efficient Runoff Management and Water Use, 5) Pollution Prevention, and 6) Transportation and Travel. Since its inception, the Program has focused on office-based businesses; however, DEP has now developed a program for the landscaping sector, and may develop checklists for specialized sectors such as property managers, hotels, restaurants, auto repair shops, etc. As the additional sectors are developed, the Consultant may become involved in implementing the new sectors, including developing checklists, applications and any other required forms; identifying resources; providing technical training; and verifying application information.

For the office-based certification program, requirements vary based on business size (Small, up to 25 employees, or Large) and type (Tenant or Owner Occupied). Although certain checklist actions are required within each environmental category, the certification process is flexible, allowing businesses to select from a broad range of choices (including innovative actions not listed on the checklist).

To assist businesses in achieving certification, the County provides interested businesses with access to technical assistance and strategic guidance from the Consultant. Once applications are received, individual businesses are certified through on-site verification by the Consultant. This on-site verification includes: meeting with key employees responsible for implementing green practices into the workplace; reviewing company policies, performance measures and documentation; and surveying office components such as the kitchen, supply closets, lighting fixtures, office signage, landscaped areas, bathrooms, and recycling areas. On-site visits generally take about 90 to 120 minutes, depending upon the complexity of office operations. Current experience for office certifications as of the issuance of this solicitation is that the entire process (technical guidance, application review, on-site verification, follow-up, and documentation) requires approximately five to seven hours of the Consultant's time, depending on the complexity.

Certified Green Businesses receive recognition by the County through its "Green Business Directory," newsletters, Green Business Forum, outreach campaigns, etc. Businesses must re-certify every three years. The volume of businesses seeking certification depends on the demand from the businesses interested in certification and recertification. The County estimates that workload will ebb and flow, with increases likely to precede

special incentive opportunities (e.g., events with elected officials; “Get on the Bus” campaign, in which certified businesses are listed on County buses; Earth Day celebrations, etc.).

2. INTENT

Montgomery County, through its Department of Environmental Protection (DEP), intends to enter into a Contract with an experienced environmental services firm/professional Consultant qualified to:

- Provide technical assistance and strategic guidance to individual and groups of businesses that have been identified by DEP as being interested in becoming “Green Business” certified.
- Review applications and conduct onsite verifications for office-based businesses to ensure that a business is implementing the actions stated in their application.
- Complete other tasks related to the work described in this Solicitation, as assigned

It is expected that the County can rely on the Consultant’s expertise in the subject area for timely and accurate completion of tasks in accordance with the requirements of this solicitation and the resultant Contract. A sample of the Contract that Montgomery County intends on executing as a result of this solicitation is included as Attachment G.

If for any reason, any contract resulting from this solicitation is terminated before its full term, the County reserves the right to re-issue the solicitation at a later date for additional services, as long as the aggregate value of the resultant contracts does not exceed the informal solicitation threshold established in the County’s Procurement Regulations. The County makes no representation that any individual Consultant will receive a set number of, or any, assignment(s) under the Contract resulting from this solicitation.

3. SCOPE OF WORK

A. Task Assignment Work: The Consultant’s role is to: 1) provide technical assistance and strategic guidance to businesses pursuing “green business” certification, and conduct onsite verification of businesses to ensure that they are meeting Program requirements for certification, and 2) perform other task order work related specifically to the Green Business Certification Program on an as-needed basis as assigned by the County. Assignments may include, but are not limited to: development of additional checklists/applications/resources for other specialized business sectors such as landscape companies, hotels, restaurants, property management companies, etc; onsite verification visits for specialized sectors; development of complementary program tools such as performance measurement templates, sustainability reporting forms, surveys, green vendor criteria, etc.

A1. Task: Onsite Verification and Technical Assistance/Strategic Guidance. This task represents the primary focus of the work to be provided under the contract resulting from this solicitation. The Consultant must provide to assigned businesses the technical assistance and strategic guidance needed to complete their “green business” certification application, review their applications and conduct on-site verification of the business practices cited in the application. The work entails contact by telephone/e-mail, on-site visits, and follow-up.

(a) Services required include, but are not limited to:

- 1) Providing businesses in the process of seeking certification with telephone and on-site technical guidance and support, as part of the application and certification process. This guidance is particularly important for smaller businesses for which certification is relatively challenging, given their minimal staff and financial resources.
- 2) Providing, as requested and approved by the County, technical and strategic guidance in the form of group training events. Consultant must assist the County in developing materials, presenting

information, and following up as directed by the County. Events must be coordinated with the County's Contract Administrator.

- 3) Providing to the County verification and documentation, in accordance with approved procedures, that Program requirements have been met. Documentation may include, but is not limited to, information provided by the business such as policies, performance measures, receipts, and e-mails in accordance with approved procedures. The verification process must be initiated within 10 business days following the submission of an application for certification by the business, unless otherwise approved by the County in advance.
- 4) Tracking and reporting monthly, in a format approved by the County, the number and status of businesses being processed for certification, including type of information requested, technical guidance given, major issues, and explanation of time allocation. The Consultant must communicate frequently with the Contract Administrator regarding the status of the program, and must provide feedback from participating businesses.

(b) Location of Work: The Consultant must be able to perform the work required under the Contract resulting from this solicitation at sites located anywhere within Montgomery County, Maryland, as assigned by the County.

(c) Mileage and Travel Time:

To accomplish the work under this task, the County will compensate for mileage and travel time as follows:

- 1) Travel Time: The County will compensate the Consultant for actual travel time up to one hour (round trip) for each business visited, for assigned staff person approved for site visits. With prior Contract Administrator approval, a second staff person may be approved for travel time in certain situations. Travel time reimbursement will be at the fully burdened hourly rate approved in the Contract.
- 2) Mileage: The County will reimburse mileage at the rate specified in accordance with County Administrative Procedure 1-5, Local Travel Guidelines, using the rate published at www.gsa.gov/mileage. For a selected consultant whose business is located in Montgomery County, mileage must be calculated as originating from the Consultant's home office. If the selected Consultant's home office is located outside Montgomery County, the mileage must be calculated originating from DEP's offices, 255 Rockville Pike, Rockville, Maryland. Mileage reimbursement request forms must be submitted in a format approved by the County, and must include an address log with mileage. The County reserves the right to request other documentation such as Google map mileage verifications before approving reimbursements.
- 3) Mileage reimbursement requests must clearly show name and address of business(es) visited, and must be submitted with the invoice pertaining to the billing cycle during which the visits occurred. Mileage reimbursement requests submitted later than the related invoice will not be paid.

(d) Work Released: Work for this task order will be authorized by the Contract Administrator under a Blanket Purchase Order. Compensation for tasks will be based on fully burdened hourly rates agreed to in the Contract resulting from this solicitation for actual time spent to perform services for up to 5 hours per business, unless otherwise approved by Contract Administrator, up to the Blanket Purchase Order

total. The County will not compensate the Consultant for work performed in excess of the total amount encumbered in the Blanket Purchase Order.

A2. Other Related Task Order Assignments

- (a) If additional task work related to the Green Business Certification program is required by the County, the County may request a proposal either verbally (telephone or meeting) or in writing (e-mail) for the performance of such work from the Consultant. Examples of tasks issued may include, but are not limited to, the development of additional checklists/applications for other specialized sectors; onsite verification visits for specialized sectors such as landscape companies, hotels, restaurants, property management companies, etc.; development of complementary program tools such as performance measurement templates, sustainability reporting forms, surveys, green vendor criteria, etc.
- (b) The County will require the Consultant to provide a proposal for the work including, but not limited to: the scope of work for the task, quality assurance approach, key personnel to be utilized, project schedule, deliverables, estimated number of hours based on fully burdened hourly rates included in the Contract, and direct costs which must be billed at Consultant's cost with no mark up. The County Procurement law and regulations do not permit a markup on direct costs. The County reserves the right to negotiate any items of the proposal. Upon the acceptance of such proposal by the County, and at the County's sole discretion, the County will issue a purchase order and notice to proceed for each additional assigned task.
- (c) The Consultant must bear all the costs of proposal preparation.
- (d) The Consultant must not begin work on any additional task order unless and until a purchase order has been issued from the Office of Procurement and a Notice to Proceed has been provided by the Contract Administrator. The County does not guarantee issuance of any additional tasks under this Contract.

B. Status Reports: For the purpose of documenting the progress of the project and justifying project costs associated with the work, the County will require monthly progress reports, which must be submitted with invoices in a format approved by the County. The report must include information required as described in the above tasks, and a brief description of any problems encountered or anticipated. The report format must correspond to all items invoiced in any given period. Compensation for the preparation of the report will be made at the administrative rate for actual time used, up to one hour.

C. Project/Status Meetings: The Consultant must meet with the County's Contract Administrator when requested. Meetings may be in person or via conference call, at the discretion of the County. Attendees will be determined by the County's Contract Administrator. Meetings that the Consultant may be asked to attend include, but are not limited to: status and progress meetings; debriefing meetings; and issues related to data confirmation or quality assurance. The County will not provide mileage reimbursement or compensation for travel time for these meetings. The County may compensate the key staff at the fully burdened hourly rates in the contract for actual meeting time, up to two hours/staff.

D. Key Personnel: The Contract must identify the Consultant's key personnel and their expected roles in performing work under the Contract. The Consultant must identify:

- a single point of contact for Contract administration
- Senior and Junior level(s) staff providing certification and technical guidance

If it should become necessary to replace any of these individuals, the Contract Administrator must be notified in writing within 10 business days. The new representative's qualifications and experience must be at least equal to those of the replaced member. It will be the responsibility of the Consultant to ensure that no delays in its work occur due to personnel replacement. The new individual's tasks and responsibilities under this Contract must be the same as those of the replaced individuals, and the billing rate must not exceed that of the replaced individual.

E. Consultant's Qualifications: The Consultant shall possess the following qualifications:

- (1) Extensive background in sustainable business practices, policies, strategies, and performance measurement with a broad understanding of environmental best practices, including, but not limited to, those listed in the Green Business Certification Program application (<http://mcgreenbiz.org/application-forms>). Experience in conducting sustainability baseline assessments for businesses, and creating tools for prioritizing goals and measuring performance.
- (2) Experience conducting sustainability training programs for businesses.
- (3) Experience working with culturally and economically diverse businesses, property managers, and property owners, and with providing each specific business with information tailored to that business, and focused on how to implement environmental improvements, particularly those with financial benefits.
- (4) Knowledge of Leadership in Energy and Environmental Design (LEED), Low Impact Development (LID) for stormwater management, ENERGY STAR programs and appliances, and other certification programs, labels and frameworks (Green Seal, Electronic Product Environmental Assessment Tool (EPEAT), Forest Stewardship Council, Cradle to Cradle, The Natural Step, etc).
- (5) Familiarity with Federal, State, and County laws related to environmental compliance; understanding of pending Federal environmental policies, legislation, and laws, in particular Executive Order 13514, Section 13.
- (6) Familiarity with sustainability reporting mechanisms such as the Global Reporting Initiative; third party certified environmental management systems such as ISO 14001; and recognized environmental leadership programs such as B Corps certification, Green America, Carbon Disclosure Project, etc.
- (7) Familiarity with Federal, State, and County financial incentives and other resources available to businesses greening their operations.
- (8) Ability to simultaneously manage multiple projects.
- (9) Ability to meet with multiple businesses on a regular basis at locations throughout Montgomery County.

F. Consultant's Responsibilities:

- (1) The Consultant must advise the County in writing of any business or personal affiliations or relationships between the Consultant and any business applying for certification, and request and receive the County's authorization to proceed prior to providing services to that business.
- (2) The Consultant may not release, either in written form or verbally, any information related to work under this Contract, including, but not limited to, names of contacts and businesses, forms, reports, analyses, graphics, summaries, and photos without prior written authorization from the County.
- (3) Businesses may be contacted only for purposes related to the work under this Contract as outlined in the Scope of Work, for the duration of this Contract, unless otherwise authorized by the County.
- (4) The Consultant must submit and return all program materials, contacts, electronic databases, data, etc., resulting from the performance of work under this Contract to the County upon request and/or upon termination of the Contract.

- (5) The Consultant must ensure that any resource materials developed, or third-party reference material used, under the Contract resulting from this solicitation are credited to their source.
- (6) The Consultant must not take any action on behalf of the County, nor claim to represent the County or the Green Business Program, without explicit prior written authorization of the Contract Administrator.
- (7) The Consultant must notify the Contract Administrator immediately of any issues or impediments that may cause delays in meeting task order schedules, or that may have any potential impact on the work to be performed under this Contract.
- (8) The Consultant must respond to all communications from the Contract Administrator within one business day.
- (9) The Consultant must communicate to the Contract Administrator any non-routine incidents that may occur in the course of business involving the public, including businesses being certified.

G. County Responsibilities:

- (1) The County will determine certification of businesses that have met Program certification requirements based on recommendations from the consultant.
- (2) The County will manage all public outreach and media relations. The County will designate a Contract Administrator to oversee the administration of the Contract resulting from this solicitation, in accordance with Section 6 of the General Conditions of Contract between County and Consultant, which is included in this solicitation as Attachment A. The Contract Administrator will monitor the Consultant's adherence to the terms and conditions of this Contract, and provide direction for County staff who may oversee work under the Contract. The Contract Administrator for any Contract(s) resulting from this solicitation will be:
Douglas Weisburger, DEP, Green Business Program Coordinator
Division of Environmental Policy and Compliance
255 Rockville Pike, Suite 120
Rockville, Maryland 20850
Contact: 240-777-7775 or Douglas.Weisburger@montgomerycountymd.gov
- (3) The County will give written notice to the Consultant if the County observes, or otherwise becomes aware of, any fault or defect in services being provided for, or nonconformance with the County's, or any other, contracted requirements. The County will provide feedback to the Consultant regarding the completeness and quality of work delivered.

4. COMPENSATION AND INVOICING

- A. The compensation must not exceed the total amount of the Purchase Order issued to the Consultant for any task.
- B. The compensation will be based on hourly rates submitted in response to this solicitation, and as negotiated by the County for the resulting Contract. The County does not pay any markup or fees on other direct costs (ODC).
- C. The maximum compensation for any Contract resulting from this solicitation is dependent on appropriation of funds for each fiscal year, and is expected to be approximately \$75,000.00 for a three year period (\$20,000 in FY14). In no event may the compensation for the Contract resulting from this solicitation exceed \$99,999.00 (information solicitation).
- D. Invoices:
 - (1) Invoices and reporting deliverables due for the invoiced period must be submitted in a format approved by the Contract Administrator to Douglas.Weisburger@montgomerycountymd.gov.

- (2) The Consultant must submit written and signed invoices in the format provided by the County. The Consultant's invoice must cover work performed only for that period, and must include all required documentation and reports.
- (3) Invoices submitted in good format and received, accepted, and approved by the County will be paid in accordance with the County procedures for prompt payment within 30 days of receipt, acceptance, and approval of a true and correct invoice. Payment is subject to verification and acceptance by the County of work performed, and upon the County's approval of written invoices submitted by the Consultant. If the County objects to any portion of the Consultant's invoice, the County will notify the Consultant and, at the County's discretion, may either pay the approved portion of the invoice, or reject the invoice in its entirety and return it to the Consultant for correction.
- (4) The following information, at a minimum, must be included on each invoice:
 - Contract and Purchase Order numbers
 - Unique, sequential invoice number of at least four characters
 - Invoice date
 - Time period covered by the invoice
 - Name, telephone number, and e-mail of a contact person
 - Signature of Consultant certifying that the invoice is true and accurate
 - Purchase order balances of funds expended and funds remaining.
 - A statement certifying that all due deliverables and reporting requirements for that period have been submitted, and all conditions have been met.

E. Requests for mileage reimbursement must be in accordance with above Section A1.(c), Mileage and Travel Time.

F. Price Adjustments: Prices quoted are firm for a period of two years after execution of the Contract. Any request for a price adjustment, after this two-year period is subject to the following:

- Approval or rejection by the Director, Department of General Services or designee.
- Submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the Contractor's request. A Request for any price adjustment may not be approved unless the Contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under this Contract.
- Submitted sixty days prior to Contract expiration date, if the Contract is being amended.
- May not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- The County will approve only one price adjustment for each Contract term, if a price adjustment is approved.
- Should be effective sixty days from the date of receipt of the Contractor's request.
- Executed by written Contract amendment.

Price adjustments may be applied only to new assignments issued under the Contract resulting from this solicitation after the effective date of the price adjustment.

5. TERM

The effective date of any Contract resulting from this solicitation begins upon signature by the Director, Department of General Services. The period in which the County must order all work under any Contract begins on the Contract's effective date and ends after a one-year period, or when the funding for that Contract has been exhausted, whichever comes first. Before the Contract term ends, the Director, at his/her sole option, may (but is not required to) renew the term. The Director may exercise this option to renew the term two time(s) for one year(s) each, up to a maximum of \$99,999.00. The Consultant's satisfactory performance does not guarantee a renewal of the term.

The maximum compensation for any Contract resulting from this solicitation is dependent on appropriation of funds for each fiscal year, and is expected to be approximately \$75,000.00 for a three year period (\$20,000 in FY14). In no event may the compensation for the Contract resulting from this solicitation exceed \$99,999.00 (information solicitation).

Any assignment or Task Order issued before, but delivered after, the effective termination date of the Contract must be honored and completed with all terms, conditions, prices, and insurance of the Contract in full force and effect until the work under the assignment or Task Order is completed and accepted by the County. The County may add funds to, or reduce funds from, existing purchase orders, at its sole discretion.

6. GENERAL CONDITIONS BETWEEN COUNTY AND CONTRACTOR

A. The General Conditions of Contract Between County and Contractor, which will be incorporated into the Contract resulting from this solicitation, are included in this solicitation as follows:

- the "General Conditions of Contract Between County and Contractor" (Attachment A);
- the "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Subcontractor Performance Plan," (Attachment D)
- the Mandatory Insurance Requirements (Attachment E)
- the "Wage Requirements for Services Contract Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Wage Requirement Certification" (Attachment F);

B. The above documents will be collectively referred to as "General Conditions" and will be incorporated by reference, and made a part of, the Contract resulting from this solicitation.

C. The Consultant must meet all conditions and requirements in the General Conditions. Failure to comply with these provisions will be cause for Termination of the Contract for Default.

7. METHOD OF AWARD/EVALUATION CRITERIA

The Consultant must submit a written proposal addressing how it meets the general consultant qualifications listed above, and how it meets each of the evaluation criteria listed below, under *a. Written Proposal Evaluation Criteria*.

A. Procedures

- (1) Upon receipt of proposals, the County will review and evaluate all proposals in accordance with the evaluation criteria listed below a., Written Proposal Evaluation Criteria

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- (2) Consultant interviews will be conducted with the four highest scoring offerors, based on the County's score for each written proposal. The interview criteria that will be utilized are listed below under b. Interview Evaluation Criteria.
- (3) The County will award the Contract to the highest ranked offeror based on the County's interview score, and its responsibility determination.
- (4) The County reserves the right to not award a Contract from this solicitation, and to cancel and to re-issue the solicitation. Any solicitation cancellation will be publicly posted.

B. Evaluation Criteria		POINTS
<i>a. Written Proposal Evaluation Criteria</i>		
DEP will evaluate the written proposals based on the following criteria.		
1.	Experience in helping businesses assess, prioritize and implement actions to implement green measures into their office operations and policies.	40
2.	Scientific, engineering, and/or operations experience directly related to the Green Business Certification checklist.	20
3.	Experience with environmental certification programs described in SOW	20
4.	Project staffing and organizational capacity, including key personnel.	20
5.	Experience providing Green Business certification support to specialized sectors, particularly landscapers, restaurants, and property management companies.	15
Highest possible score for written proposal evaluation		115
<i>b. Interview Evaluation Criteria</i>		
DEP will evaluate the interviews based on the following criteria.		
1.	Demonstrated understanding of the scope of work.	20
2.	Discussion of experience relative to scope of work.	20
3.	Discussion of questions about written proposal.	20
4.	Fully Burdened Hourly Rates for All Personnel (to be submitted at the time of interview, using Attachment I): A list of the fully burdened hourly rates of all labor categories to be engaged in this project. These rates must include costs for benefits, profit, and all overhead.	25
Highest possible score for interview evaluation		85

8. FORMAT OF SUBMITTALS

A. Proposal Submissions

- (1) FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE, AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.
- (2) Offerors must submit one original and three (3) copies of their proposal in the format below. Written proposals will be evaluated on only what is submitted. The offeror must submit sufficient information to enable the County to evaluate the offeror's capabilities and experience. Provide three copies, duplex

printed, preferably on 35% minimum post-consumer content paper. Proposals must include the following information (including labeled sections numbered as shown):

- a. A cover letter with a brief description of the firm, including the offeror's name, address, telephone number and e-mail address of principal contact.
- b. The Acknowledgment of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal – Attachment H.
- c. At least three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the County - Attachment B
- d. **If this solicitation is subject to the Wage Requirements Law (see page 2), then the offeror must submit the appropriate Wage Requirements forms in Attachment F. Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.**
- e. Metropolitan Washington Council of Governments Rider Clause - Attachment C
- f. Minority Business Program and Offeror's Representation - Attachment D
- g. Description of organization's experience as it relates to the scope of services described in this solicitation. The description must indicate the following:
 - 1) The offeror's history, purpose, and areas of expertise, especially as it relates to the criteria in Section 7.B.
 - 2) A description of similar environmental services work performed for at least three projects completed within the last three years, including samples of previous relevant work.
- h. A written proposal clearly labeled, and specifically addressing each item listed in Section 7.B, above, for written proposal evaluation criteria, including a description of organizational capacity and key personnel.
- i. All Offerors who qualify for an interview must submit, at the time of the interview, fully burdened hourly rates on Attachment I, as described in Section 7, B.b.4.

B. Award Submissions: Prior to the execution of the contract, the following items must be submitted:

- (1) Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – Attachment D
- (2) Certificate of Insurance (see Mandatory Insurance Requirements) – Attachment E
- (3) Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation
- (4) If this solicitation is subject to the Wage Requirements Law (see page 2), then the offeror must submit a Certification of posting a Wage Requirements notice (Attachment F).

9. ETHICS

As a result of being awarded this contract, the successful Consultant may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

A Contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
 - a. another party in the matter; or
 - b. another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the Contractor by the County.

ATTACHMENT A

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT. ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, *et seq.*

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, *et. seq.*

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;

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- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

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- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

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TABLE A. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

	<u>CONTRACT DOLLAR VALUES (IN \$1,000's)</u>			
	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability	300	500	1,000	See Attachment
minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors				
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

*Professional services contracts only

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TABLE B. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

	<u>CONTRACT DOLLAR VALUES (IN \$1,000's)</u>			
	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment
<u>Certificate Holder</u> Montgomery County Maryland (Contract #) Office of Procurement Rockville Center 255 Rockville Pike, Suite 180 Rockville, Maryland 20850-4166				

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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

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31. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

ATTACHMENT B

REFERENCES

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

E-MAIL: _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

E-MAIL: _____

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

E-MAIL: _____

ATTACHMENT C

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

YES	NO	JURISDICTION	YES	NO	JURISDICTION
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Manassas Park, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Maryland-National Capital Park & Planning Commission
<input type="checkbox"/>	<input type="checkbox"/>	Alexandria Sanitation Authority	<input type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Airports Authority
<input type="checkbox"/>	<input type="checkbox"/>	Arlington County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Metropolitan Washington Council of Governments
<input type="checkbox"/>	<input type="checkbox"/>	Arlington County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery College
<input type="checkbox"/>	<input type="checkbox"/>	Bladensburg, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Bowie, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Montgomery County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Charles County Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Northern Virginia Community College
<input type="checkbox"/>	<input type="checkbox"/>	College Park, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	OmniRide
<input type="checkbox"/>	<input type="checkbox"/>	Culpeper County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Potomac & Rappahannock Transportation Commission
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's County, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Courts	<input type="checkbox"/>	<input type="checkbox"/>	Prince George's County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Public Schools	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	District of Columbia Water & Sewer Authority	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Prince William County Service Authority
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Rockville, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Fairfax County Water Authority	<input type="checkbox"/>	<input type="checkbox"/>	Spotsylvania County Schools
<input type="checkbox"/>	<input type="checkbox"/>	Falls Church, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Stafford County, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Fauquier County Schools & Government, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Takoma Park, Maryland
<input type="checkbox"/>	<input type="checkbox"/>	Frederick, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Upper Occoquan Sewage Authority
<input type="checkbox"/>	<input type="checkbox"/>	Frederick County, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Vienna, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Gaithersburg, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Virginia Railway Express
<input type="checkbox"/>	<input type="checkbox"/>	Greenbelt, Maryland	<input type="checkbox"/>	<input type="checkbox"/>	Washington Metropolitan Area Transit Authority
<input type="checkbox"/>	<input type="checkbox"/>	Herndon, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Washington Suburban Sanitary Commission
<input type="checkbox"/>	<input type="checkbox"/>	Leesburg, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Winchester, Virginia
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County, Virginia	<input type="checkbox"/>	<input type="checkbox"/>	Winchester Public Schools
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County Public Schools			
<input type="checkbox"/>	<input type="checkbox"/>	Loudoun County Sanitation Authority			
<input type="checkbox"/>	<input type="checkbox"/>	Manassas, Virginia			
<input type="checkbox"/>	<input type="checkbox"/>	City of Manassas Public Schools			

Vendor Name

Vendor Signature

ATTACHMENT D
Minority Business Program & Offeror's Representation

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 – “Minority Contracting” Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



Montgomery County MFD Report of Payments Received
Office of Business Relations and Compliance
For Office Use

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO DATE: _____
\$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project? YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() - () -
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program
Specialist II
255 Rockville Pike, Ste. 180
Rockville, MD 20850

MINORITY-OWNED BUSINESS ADDENDUM

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document "Minority, Female, Disabled Person Subcontractor Performance Plan".

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

**MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN**

Contractor's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

- A. Individual designated assigned by Contractor to monitor ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

~~B. This Plan covers the life of the contract from contract execution through the final contract expiration date.~~

- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____ % of the total dollars awarded to Contractor.

- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business (es) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached. For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

Contact Person: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

Green Business Certification Consulting Services
Informal Solicitation RFP 1028232

2. Certified by: _____
Subcontractor Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____
Contact Person: _____
Circle MFD Type:
AFRICAN AMERICAN ASIAN AMERICAN DISABLED PERSON
FEMALE HISPANIC AMERICAN NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____
This subcontractor will provide the following goods and/or services: _____

3. Certified by: _____
Subcontractor Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____
Contact Person: _____
Circle MFD Type:
AFRICAN AMERICAN ASIAN AMERICAN DISABLED PERSON
FEMALE HISPANIC AMERICAN NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____
This subcontractor will provide the following goods and/or services: _____

4. Certified by: _____
Subcontractor Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax Number: _____ Email: _____

Green Business Certification Consulting Services
Informal Solicitation RFP 1028232

Contact Person: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet summarizing maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract, or the basis for a full waiver request:

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

MFD Program Officer

Date: _____

MFD Program Officer

Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Director

Date: _____

Director

Date: _____

Department of General Services

Department of General Services

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

Green Business Certification Consulting Services
Informal Solicitation RFP 1028232

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Director, Department of General Services

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

ATTACHMENT E
MANDATORY INSURANCE REQUIREMENTS

MANDATORY INSURANCE REQUIREMENTS -

Consulting Services for Green Business Certification Program - Outreach and Support to Local Businesses Seeking to Reduce Their Environmental Impact

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of *three hundred thousand dollars (\$300,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident*
- Bodily Injury by Disease - \$500,000 policy limits*
- Bodily Injury by Disease - \$100,000 each employee*

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
Environmental Protection / Shelley Janashek
255 Rockville Pike, Ste 120
Rockville, Maryland 20850

ATTACHMENT F

Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

Green Business Certification Consulting Services
 Informal Solicitation RFP # 1028232
Wage Requirements Certification
 (Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name		Title	
Phone Number		Fax Number	
E-mail Address			

YOU MUST MARK ☒ ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

- ☐ A. Wage Requirements Compliance
- This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Exemption Status (if applicable)
 This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

1. Reserved [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).
- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (must complete item C below).
- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (must specify the law, or furnish a copy of the contract or grant).

Green Business Certification Consulting Services
Informal Solicitation RFP # 1028232

☐ C. Nonprofit Wage & Health Information

This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A (b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).

☐ D. Nonprofit's Comparison Price(s) (if desired)

This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).

☐ E. Wage Requirements Reduction (if applicable)

This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ _____. See Section 11B-33A(d).

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

Green Business Certification Consulting Services
 Informal Solicitation RFP # 1028232
**501(c) (3) Nonprofit Organization's Employee's
 Wage and Health Insurance Form**

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

NOTE: IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

ATTACHMENT G

**CONTRACT
BETWEEN MONTGOMERY COUNTY, MARYLAND
AND
INDEPENDENT CONSULTANT**

**Green Business Certification Consulting Services
Contract No. TBD**

This Contract is between Montgomery County, Maryland (the "County"), 101 Monroe Street, Rockville, Maryland, 20850, and {Awardee}, {Awardee Address} (the "Consultant"). This Contract is as a result of an informal solicitation, pursuant to Montgomery County Procurement Regulations 4.1.8.

I. BACKGROUND/INTENT

The Montgomery County Department of Environmental Protection (DEP), in collaboration with the Montgomery County Chamber of Commerce and Montgomery College, launched a Green Business Certification Program (the Program) during the summer of 2009. The Program is designed to help accelerate the County's transition to a more sustainable economy and to help businesses reduce their ecological footprint, while benefitting economically and receiving public recognition for their efforts. Since the Program's launch, fifty businesses have been certified.

Montgomery County, through its Department of Environmental Protection (DEP), intends to enter into a Contract with an experienced environmental services firm/professional consultant qualified to:

- Provide technical assistance and strategic guidance to individual and groups of businesses that have been identified by DEP as being interested in becoming certified.
- Conduct onsite verifications for office-based businesses to ensure that a business is implementing the actions stated in their application.
- Complete other tasks related to this Contract, as assigned by the County.

It is expected that the County can rely on the Consultant's expertise in the subject area for timely and accurate completion of tasks in accordance with the requirements of the County's RFP # 1028232 and this Contract.

II. SCOPE OF WORK

The Consultant must perform all work under this Contract as stated in the RFP #1028232, Exhibit A, under Section A.3, Scope of Work, subsections:

- A. Task Assignment Work
- B. Status Reports
- C. Project/Status Meetings
- D. Key Personnel
- E. Consultant's Qualifications
- F. Consultant's Responsibilities
- G. County Responsibilities

III. COMPENSATION AND INVOICES

1. The Compensation and Invoices requirements for this Contract are defined in the Request for Proposal Number 1028232, Section A.4.
2. The compensation will be based on the fully burdened hourly rates in the Consultant's proposal in response to RFP 1028232, and as negotiated by the County, not to exceed the amount of \$99,999.00 for the full term of this Contract (initial term, plus any renewal terms exercised by the County)

IV. TERM

The effective date of any Contract resulting from this solicitation begins upon signature by the Director, Department of General Services. The period in which the County must order all work under any Contract begins on the Contract's effective date and ends after a one-year period, or when the funding for that Contract has been exhausted, whichever comes first. Before the Contract term ends, the Director, at his/her sole option, may (but is not required to) renew the term. The Director may exercise this option to renew the term two time(s) for one year(s) each, up to a maximum of \$99,999.00. The Consultant's satisfactory performance does not guarantee a renewal of the term.

The maximum compensation under this Contract is dependent on appropriation of funds for each fiscal year, and is expected to be approximately \$75,000.00 for a three year period (\$20,000 in FY14). In no event may the compensation for the Contract resulting from this solicitation exceed \$99,999.00 (information solicitation).

Any assignment or Task Order issued before, but delivered after, the effective termination date of the Contract must be honored and completed with all terms, conditions, prices, and insurance of the Contract in full force and effect until the work under the assignment or Task Order is completed and accepted by the County. The County may add funds to, or reduce funds from, existing purchase orders, at its sole discretion.

V. GENERAL CONDITIONS BETWEEN COUNTY AND CONTRACTOR

The General Conditions of Contract Between County and Contractor, which are incorporated hereto and made a part of this Contract, are included in the RFP (Exhibit A) as follows:

- the "General Conditions of Contract Between County and Contractor" (Attachment A, RFP);
- the "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Subcontractor Performance Plan," (Attachment D, RFP)
- the Mandatory Insurance Requirements (Attachment E, RFP)
- the "Wage Requirements for Services Contract Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Wage Requirement Certification" (Attachment F, RFP);

The above documents will be collectively referred to as "General Conditions" and are incorporated herein by reference and made a part of this Contract.

The Consultant must meet all conditions and requirements in the attached General Conditions. Failure to comply with these provisions will be cause for Termination of this Contract for Default.

VI. PRIORITY OF DOCUMENTS

The following documents are incorporated by reference into and made part of this Contract. In the event of a conflict among the documents comprising this Contract, the order of priority for the purposes of resolving conflicts is:

1. The terms contained in this Contract;
2. The "General Conditions" as defined in Article V of this Contract (RFP Attachments A, D, E, and F);
3. RFP Number 1028232; and
4. Proposal from Consultant dated {Date}.

{Signature Page Follows}

VII. SIGNATURES

IN WITNESS THEREOF, the parties herein have executed this AGREEMENT as of the day and date of signature by the COUNTY's Director, Department of General Services.

CONSULTANT

MONTGOMERY COUNTY, MD

By: _____
{Awardee}

By: _____
David E. Dise, CPPO, Director
Department of General Services

Date: _____

Date: _____

Approval Recommended:

By: _____
Robert G. Hoyt, Director
Department of Environmental Protection

Date: _____

Approved as to Form and Legality:

By: _____
Office of the County Attorney

Date: _____

ATTACHMENT H
Montgomery County, Maryland
ACKNOWLEDGMENT PAGE

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The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment will be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed or

Printed Name: _____

Printed Name and Title of
Person Authorized to Sign

Proposal: _____

Signature: _____

Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee.

The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT I
Hourly Rates for All Personnel

A list of the fully burdened hourly rates of all professional, technical, and clerical labor categories to be engaged in this project. These rates must include all overhead, and costs for benefits and profit, and must be submitted with each proposal.

Labor Categories	Hourly Rate
Senior Consultant	
Junior Consultant	
Administrative Support Staff	

